

Motor Total Loss Top-Up Insurance

Policy Wording

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Welcome

Thank **You** for choosing **Our** Motor Total Loss Top-Up insurance policy. This **Policy** is underwritten by Financial & Legal Insurance Company Limited, which Authorised and Regulated by the Financial Conduct Authority (FCA) and **Our** FCA registered number is 202195, and is administered by Nice 1 Limited, which is authorised and regulated by the FCA under FCA firm reference number 650309.

This insurance is designed to give you peace of mind if your vehicle is written off or stolen as a result of an accident, fire, theft or flood. In these circumstances, your comprehensive motor insurance would normally only pay the market value of the vehicle at the time of loss. Top-Up Insurance increases that amount by topping up your motor insurer's settlement.

Here's what **Your** cover means in simple terms:

- In the event **Your Motor Vehicle** is written off, **we'll** pay **You** 25% of the insurers settlement amount, up to a maximum amount shown in **Your** policy **Schedule**
- To claim, just show proof of **Your** motor insurer's settlement and that **You** were the registered owner when **You** bought the vehicle. **We'll** assist **You** every step of the way.

You can cancel within 30 days and get **Your** money back, as long as **You** haven't made a claim. After 30 days, **You** can still cancel, **You** will receive a pro-rata refund of the **Premium** based on the remaining days of the insurance term.

Please keep this document in a safe place and retain a copy for **Your** records. If **You** have any questions or need assistance, **Our** team is here to help.

Our Agreement

This insurance is a contract between **Us** and **You**. **We** will provide the cover outlined in this Policy. Only claims made during the Period of Insurance in **Your** Policy **Schedule** count. This also includes future periods if **We** accept a renewal **Premium**. This is subject to the terms and conditions of the Policy.

To ensure **You're** covered, please provide accurate and complete information to the best of **Your** knowledge. If **You** don't take reasonable care when providing this information, **We** may not be able to accept a claim.

This Policy, and **Your** Policy **Schedule**, and the Insurance Product Information Document (IPID) make up **Your** full insurance agreement. Please read them together. If **You** need these documents in a different format such as large print, braille or audio, please let **Us** know.

Signed on Our behalf



Nick Garner, Chief Executive Officer, Financial & Legal Insurance Company Limited

Policy Definitions

Throughout this document, there are certain words and phrases which have a specific meaning. These apply wherever they appear in **bold** type and are explained below.

Term	Definition
AMS	AMS Insurance Services Ltd manages the claims.
Cover Period	The time from the Cover Start Date to the Cover end date listed on Your Schedule .
Cover Start Date	The date Your insurance retailer receives the Premium for cover, or the date on Your Schedule , whichever is later.
Glass Guide	An independent Motor Vehicle value guide used by the Insurance Industry to assess vehicle values
Insurance Settlement	The total amount You receive from Your motor insurance after the Total Loss of Your vehicle.
Insured Person	The person or business named in the Schedule .
Maximum Benefit	The highest amount payable in the event of a Total Loss , as specified in the Schedule .
Motor Insurance Policy	A comprehensive motor insurance policy from a registered UK insurer, issued to You and valid for Your vehicle.
Motor Vehicle	A passenger car and/or light commercial vehicle shown in the Schedule , meant for private or business use on public roads. valued at up to £125,000 and weighing up to 3,500 kg.
Premium	This is the money You pay for this policy.
Schedule	The specific details of your cover, such as who is insured, what is insured, the sums insured, and the policy dates.
Total Loss	Where Your Motor Vehicle is stolen or so badly damaged that it is declared a Total Loss , and Your Motor Insurer makes a settlement payment under Your Motor Insurance Policy .
We, Us, or Our	Financial & Legal Insurance Company Limited.
You or Your	The person or entity named in the Schedule . This includes the owner or keeper of the vehicle and is also named in the Motor Insurance Policy .

Features & Benefits

If **Your Motor Vehicle** is written off or stolen and **Your Motor Insurance Policy** pays out for a **Total Loss**, Top-Up Insurance provides extra financial protection.

Cover Type	Benefit
Motor Total Loss Top-Up Cover	If Your vehicle is written off and Your Motor Insurer Policy pays a Total Loss claim, We will pay an extra 25% of that settlement amount up to a maximum amount shown in Your policy Schedule. Your cover will be calculated based on the Glass's Guide retail transacted value of Your vehicle at the time You became the registered owner. If Your motor insurer's valuation is higher than the Glass's Guide value, we will use the lower amount to determine Your benefit.

Exclusions and Limitations

This insurance does not cover, and **We** will not make any payment for, any of the following:

Exclusion/Limitation	Details
Liability for death, injury, or property damage	Does not cover claims for death, injury, or damage to property caused by the accident.
Other insurance cover	Does not pay anything already covered by another insurance.
Deliberate or criminal acts	Does not cover claims caused by intentional actions, crime, or driving under the influence of alcohol or drugs.
Policy excess	Does not pay any insurance excess.
Declined repair/replacement	Does not cover if You refuse Your insurer's offer to fix or replace Your vehicle.
War, terrorism, nuclear, or radioactive risks	Does not cover claims caused by war, terrorism, nuclear risks, or radioactive contamination.
VAT for VAT registered	Does not cover any VAT if You are VAT registered.

Eligibility

You can apply for this insurance if at the **Cover Start Date** and during the term of the policy:

- **You** are the registered owner or keeper of the **Motor Vehicle**.
- The **Motor Vehicle** must have a comprehensive **Motor Insurance Policy** in **Your** name or in the name of an authorised driver throughout the coverage period. Note: Any motor trade insurance is excluded.
- The **Motor Vehicle** is not already insured for similar or equivalent loss such as GAP Insurance or any other insurance designed to pay you more than the total loss settlement paid to you under your motor insurance policy
- The **Motor Vehicle** isn't subject to a contract hire or lease agreement.
- The vehicle has not been declared a **Total Loss** or write-off before.

The vehicle maximum value of £125,000. It must not exceed the manufacturer's retail price or the price listed in Glass's Guide for used vehicles.

The **Motor Vehicle** cannot be any of these:

- Ferrari
- Lamborghini
- Rolls Royce
- Range Rover
- Ferrari
- McLaren
- Bugatti
- Koenigsegg
- Pagani
- Rimac
- Porsche Taycan
- Over 3,500 kg
- Motorcycle, scooter, or moped
- Left-hand drive **Motor Vehicle**
- Vehicle not made for the UK or Europe
- Taxi or mini cab
- **Motor Vehicle** for driving lessons

- Rental **Motor Vehicle**
- Any vehicle used for races or off-road driving.

You must meet these rules when **Your** coverage starts and during the term of the policy, or **You** will not be covered.

Cost

The cost of the policy is shown in the **Schedule**

The Most We Will Pay

The most **We** will pay for a **Total Loss** is the **Maximum Benefit** shown on the **Schedule**.

How To Make a Claim

If **You** need to make a claim, please let us know as soon as possible by contacting **AMS** in one of the following ways;

Call: 01869 232563

Email: claims@ams-gap.com.

Write: 52 Heyford Park House, Upper Heyford, Oxfordshire OX25 5HD.

What You Need to Do:

1. **Notify us promptly.** Contact **us** as soon as possible after the event that causes the **Total Loss** of **Your Motor Vehicle**.
2. **Send Your proof within 120 days.** **You** must provide all required documents within 120 days of the **Total Loss** date. If **You** don't, **Your** benefit payment may be delayed or reduced.
3. **Need more time?** If **You** can't meet the deadline, write to **us** explaining the reason for the delay. **We** may be able to extend the period.

Your claim must include:

- A copy of **Your** motor insurance certificate.
- A statement from **Your Motor** insurer showing how the **Insurance Settlement** amount was calculated
- Proof of payment of the insurance settlement amount.
- This insurance certificate.

We may ask for other documents to validate **Your** claim. It's **Your** responsibility to provide these. Documents must be certified as correct by an official from **Your Motor Insurer**.

Need help? **We'll** guide **You** through completing **Your** claim form and any other details needed.

This insurance is administered by Nice 1 Limited on behalf of the insurer, Nice 1 Limited is authorised and regulated by the Financial Conduct Authority No. 650309

Fraud, Misrepresentation and Non-Disclosure

You must always provide honest and accurate information when buying this **Policy** and when making a claim. If **You**, any person insured under this **Policy**, or anyone acting on **Your** behalf:

- Conceals information, commits fraud or attempts fraud, or
- Makes a fraudulent, false or exaggerated claim, or
- Fails to answer **Our** questions honestly and accurately or does not tell **Us** about changes that affect **Your** cover.

Then:

- **Your Policy** may be cancelled
- **We** may reject **Your** claim and any future claims
- **We** may keep any **Premium You** have paid
- **We** may share information with other organisations to prevent fraud and involve the authorities for criminal proceedings
- **We** may invalidate **Your Policy** or reduce any payment due

We will not pay any claim that is fraudulent, false or exaggerated.

Subrogation

We may, at **Our** discretion, take any steps at **Our** cost in **Your** name against any person, including but not limited to, **Your Motor Insurance Policy** insurer, to recover any money paid in settlement of **Your** claim. **You** must give **Us** all the assistance that is necessary.

Transferring Your Policy

Your policy can be transferred under these conditions:

- If there is a **Total Loss** and **Your** motor insurer replaces **Your Motor Vehicle** with the same make, model, and specification, **We** will issue a new policy for this **Motor Vehicle** free of charge. There's no administration or transfer fee.
- In the event of **Your** death within the term of this policy the remaining benefit of this insurance may be transferred to **Your** spouse or partner.
- If **You** sell or change **Your Motor Vehicle** during this policy term, and no claim has been made, **You** can transfer this policy to the new eligible vehicle. The replacement vehicle's purchase price must not exceed the original vehicle's purchase price pending **Our** approval. There's no administration or transfer fee.

Policy Cancellation

Within the 14-Day Cooling Off Period

You can cancel this insurance within 14 days without giving a reason. Just let **Us** know within

this period. **You** will receive a full refund of all **Premiums**, as long as no claim has been made and **You** do not plan to make one.

After The 14-Day Cooling Off Period

To cancel **Your** policy after the cooling-off period, please contact the insurance broker that **You** purchased **Your Policy** from. If **You** cancel after this period and no claim has been made, **You** will receive a pro-rata refund of the **Premium** based on the remaining days of the insurance term.

How to make a Complaint

Our aim is to always provide a first-class standard of service. If **You** feel that **You** have been let down and **You** wish to raise a complaint about the sale of this Policy, please contact **Your Insurance Retailer**.

If **You** are unhappy with the way in which **AMS** have handled the claim, please contact **AMS** using one of the following methods:

- **Call on:** 01869 232563
- **Email at:** info@ams-gap.com
- **Write to:** AMS Insurance Services Ltd Heyford Park House Heyford Park
Upper Heyford
Oxfordshire
OX25 5HD

Your complaint will be acknowledged by **AMS** no later than the end of the next working day and final written response will be provided within 15 working days. If a final response is not provided within fifteen working days, **You** will be informed about the cause of the delay and an indication when the investigation is likely to be complete.

If **You** feel that **We** have let **You** down in any other way and **You** would like to make a complaint, please contact **Us** using one of the following methods:

- **Call on:** 0161 603 2230
- **Email at:** complaints@financialandlegal.co.uk
- **Write to:** The Compliance Department,
Financial & Legal Insurance Company Ltd
5400 Lakeside, Cheadle Royal Business Park,
Cheadle,
Cheshire,
SK8 3GQ

Please include the reference number on **Your Policy Schedule** in all correspondence.

Our colleagues will attempt to resolve **Your** complaint within 3 business days of receiving it. If **We** can, a summary resolution communication letter will be sent to **You**.

If **We** cannot resolve it within 3 business days, **We** will:

- Send **You** an acknowledgement of **Your** complaint.
- If the complaint remains unresolved after 4 weeks, **We** will write to **You** to provide an update on the situation.
- **We** will send **You** a final response letter within 8 weeks of receiving **Your** complaint.

If **You** are still not satisfied after receiving **Our** final response, **You** can contact the Financial Ombudsman Service:

- **Write to:** Exchange Tower, London, E14 9SR
- **Call on:** 0800 023 4567
- **Email at:** complaint.info@financial-ombudsman.org.uk
- **Website:** <https://www.financial-ombudsman.org.uk>

Using the Ombudsman service does not affect **Your** right to take legal action.

The use of these facilities does not affect **Your** right to take legal action.

Premiums and Claims

Your rights when handling **Premium** payments from **You** that are due to **Us**, and when handling any **Premium** refund due to **You**, **Your** Insurance Retailer and Nice 1 Limited act as **Our** authorised agents. This means that when **You** pay a **Premium** to **Your** Insurance Retailer and Nice 1 Limited it is deemed to have been received by **Us**, and that any **Premium** refund paid by **Your** Insurance Retailer or Nice 1 Limited is not deemed to have been paid until **You** have received the payment. Also, when **AMS** handle a claim, **You** make under this policy they act as **Our** authorised agents. This means that any valid claim **You** make with **AMS** which is to be settled by a payment, is not deemed to have been settled until **You** have received the payment.

Law & Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non- exclusive jurisdiction of the courts of England.

Financial Services Compensation Scheme

Financial Services Compensation Scheme **We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligation to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection Notice

Data Transfer Consent

By purchasing this insurance policy with Financial & Legal Insurance Company Limited, **You** have consented to the Use of **Your** data as described below.

How We use Your personal information

We are Financial & Legal Insurance Company Limited, referred to as "**We/Us/Our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z561011X.

This privacy notice is relevant to anyone who uses **Our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**You/Your**" in this notice.

We are dedicated to being transparent about what **We** do with the information that **We** collect about **You**. **We** process **Your** personal data in accordance with the relevant data protection legislation.

Why do We process Your data?

The provision of **Your** personal data is necessary for **Us** to administer **Your** insurance policy and meet **Our** contractual requirements under the policy. **You** do not have to provide **Us** with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

What information do We collect about You?

Where **You** have purchased an insurance policy through one of **Our** brokers, **You** will be aware of the information that **You** gave to them when taking out the insurance. The agent will pass **Your** information to **Us** so that **We** can administer **Your** insurance policy. For specific types of insurance policies, for example when offering **You** a travel insurance policy, **We** may process some special categories of **Your** personal data, such as information about **Your** health.

We have a legitimate interest to collect this data as **We** are required to use this information as part of **Your** insurance quotation or insurance policy with **Us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

You can get more information about this by viewing **Our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **Us** at info@financialandlegal.co.uk. Alternatively, **You** can write to **Us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, 5400 Lakeside, Cheadle, SK8 3GQ.

Disclosure of Important Information

In accepting **Your** application for this insurance, **We** have relied on the information **You** have given **Us**. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out or make changes to **Your** policy. If the information provided by **You** is not complete and accurate, the extent of cover may be affected and **We**:

- may cancel **Your** policy and refuse to pay any claim;
- may not pay any claim in full.

If **You** become aware that any information **You** have given is incomplete or inaccurate, please contact **Your** Insurance Retailer as soon as possible.

We will write to **You** if **We**:

- intend to cancel **Your** policy; or
- need to amend the terms of **Your** policy; or require **You** to pay more for **Your** insurance

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act. For **Your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.